



DATE: September 1, 2009

BID NO. 09.231

SUBJECT: Invitation to bid on the following equipment, supply, and/or services.

NAME OF BID: **CONSTRUCTION TESTING SERVICES - ANNUAL CONTRACT**

This letter extends to your Firm an invitation to submit a bid to supply the City of Savannah with equipment, supplies, and/or services as indicated above. Sealed bids for the above will be received at the Office of the City Purchasing Director, Board of Purchase, City Hall, Savannah, Georgia, up to 1:30 p.m. on Tuesday, September 22, 2009, at which time, bids will be opened and publicly read. The Board of Purchase reserves the right to reject any and all bids and to waive formalities.

Instructions for preparation and submission of a bid proposal are contained in the attached packet. Please note that specific forms for submission of a bid proposal are required. Bids must be typed or printed in ink. If you do not bid, return signed bid invitation sheet and state reason. **Also, please clearly mark the outside of your envelope as "No Bid."**

A pre-bid conference has been scheduled to be conducted in the Office of the Purchasing Director, 3rd Floor, City Hall at 10:30 a.m., on Tuesday, September 15, 2009 to discuss the specifications and resolve any questions and/or misunderstandings that may arise. You are invited to attend.

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the City will issue a written addendum to document all approved changes. **Any bid submitted which does not acknowledge the receipt of an addendum will not be considered.**

The City of Savannah has an equal opportunity purchasing policy. The City of Savannah seeks to ensure that all segments of the business community have access to supplying the goods and services needed by City programs. The City affirmatively works to encourage utilization of minority business enterprises in our procurement activities. The City provides equal opportunities for all businesses and does not discriminate against any vendors regardless of race, color, religion, age, sex, national origin or handicap. A "minority business enterprise" is defined as "one whose ownership is at least 51% held by persons who are Black, Asian-American, American Indian or Spanish Surnamed Americans".

A Bid proposal from your Firm will be appreciated.

Sincerely yours,

Margaret H. Joyner
Purchasing Director

Joy M. Kerkhoff
Assistant Purchasing Director

AN INVITATION TO BID INSTRUCTIONS TO BID

- 1.1 **Purpose:** The purpose of this document is to provide general and specific information for use by vendors in submitting a bid to supply the City of Savannah with equipment, supplies, and or services as listed above. All bids are governed by the Charter and Code of the City of Savannah.
- 1.2 **How to Prepare Bid Proposals:** All bid proposals shall be:
- (A) Prepared on the forms enclosed herewith, unless otherwise prescribed.
 - (B) Typewritten or completed with pen and ink, signed by the vendor or his authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. Bidders are encouraged to review carefully all provisions and attachments of this document prior to completion. Each bid constitutes an offer and may not be withdrawn except as provided herein. Also, prices are to remain firm for the period stated herein.
- 1.3 **How to Submit Bid Proposals:** All bid proposals shall be:
- (A) Submitted in sealed opaque envelope, plainly marked with the bid number and equipment, supply and/or service description listed above.
 - (B) Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Director on or before 1:30 P.M. on the date specified in the first paragraph of the above letter of invitation.
 - (a) **Mailing Address:** Purchasing Director, Post Office Box 1027, Savannah, Georgia 31402.
 - (b) **Hand or Express Delivery Address:** Purchasing Director 3rd Floor, City Hall, 2 E. Bay Street, Savannah, GA 31401.
 - (c) Bids not received by the time and date specified in the first paragraph of the letter will not be opened.
- 1.4 **How to Submit an Objection:** Objections from bidders to the invitation to bid and/or these specifications should be brought to the attention of the City Purchasing Director in the following manner.
- (A) When a pre-bid conference is scheduled, bidders should either present their oral objection at that time or submit their written objections at least 2 days prior to the scheduled conference.
 - (B) When a pre-bid conference is not scheduled, the bidders should object in writing at least 5 days prior to the opening of the bids.
 - (C) Failure to object in accordance with the above procedure shall constitute a waiver on the part of the vendor to protest the solicitation.
- 1.5 **Failure to Bid:** If a bid is not submitted, bidder should return bid sheets, stating reason therefore, and indicate whether the business should be retained or removed from the City's mailing list. **The outside of the envelope should clearly be marked "No Bid"**
- 1.6 **Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidders' own risk. In case of error in extension of prices in the bid, the unit prices shall govern.
- 1.7 **Standards for Acceptance of Bid for Award Contract:** The City reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejections or waiver is in the interest of the City. The City reserves the right

to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid from a bidder whom investigation shows is not in a position to perform the contract.

- 1.8 **Bidder:** Whenever the term "bidder" is used it shall encompass the "contractor", "purchaser" or other party having a contract with the City in such capacity after a contract has been entered into or between such party and the City.
- 1.9 **Compliance with laws:** The bidder shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or City statute, ordinances and rules during the performance of any contract between the bidder and the City. Any such requirement specifically set forth in any contract document between the bidder and the City shall be supplementary to this section and not in substitution thereof.

GENERAL CONDITIONS

- 2.1 **Specifications:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the City. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications.
- 2.2 **Delivery Point:** Unless otherwise stated, all items shall be quoted and delivered F.O.B. Destination (i.e., at a specific City of Savannah address), and delivery cost and charges (if any) will be included in bid price.
- 2.3 **Cash Discounts (Terms):** Unless otherwise specified, prompt payment cash discounts will be considered in determining cost. A minimum of ten (10) working days must be allowed for an offered prompt payment discount in order to be considered in making an award.
- 2.4 **Delivery Time:** When delivery time is requested in invitation documents, time will be of the essence; therefore, bid shall include the delivery date. In some instances, the City may specify an outside delivery date.
- 2.5 **Preparation for Delivery:**
 - (A) **Packing** - Packing shall be accomplished in accordance with acceptable commercial practices for domestic shipments, unless otherwise stated in the contract or purchase order. The vendor shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. It shall be the vendor's responsibility to determine that packing is done as adequate to assure that all the materials shall arrive at destination in an undamaged condition ready for its intended use.
 - (B) **Marking** - All packages shall be identified with the City of Savannah purchase order number and the using Department. Sealed packing lists must be affixed to all cartons showing its content.
 - (C) **Shipping** - The vendor shall follow shipping instructions as stated on the purchase order or contract.
- 2.6 **Multiple Bids:** No vendor will be allowed to submit more than one bid. Any alternate proposals must be brought to the Purchasing Director's attention during the Pre-Bid Conference or submitted in writing at least five (5) days preceding bid opening date.
- 2.7 **Bids For All Or Part:** Unless otherwise specified by the City or by the bidder, **THE CITY OF SAVANNAH RESERVES THE RIGHT TO MAKE AWARD ON ALL ITEMS, OR ON ANY**

OF THE ITEMS ACCORDING TO THE BEST INTEREST OF THE CITY. Bidder may restrict his bid to consideration in the aggregate by so stating, but must name a unit price on each item bid upon.

- 2.8 **Warranties for Usage:** Whenever a bid is sought seeking a source of supply for a specified period of time for materials or services, **THE QUANTITIES OF USAGE SHOWN ARE ESTIMATED ONLY.** No guarantee or warranty of any amount is given or implied by the City as to the total amount that may be purchased from any resulting contracts.
- 2.9 **Prices to be Firm:** Bidder warrants that bid prices, terms and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from opening date.
- 2.10 **Description of Materials:** Proposals for materials, supplies, vehicles, and/or equipment should be accompanied by copies of detailed factory specifications, ratings, technical data, including accurate descriptions of the exact materials, supplies, vehicles, and/or equipment on which bids are made.
- 2.11 **Completeness:** All information required by Invitation to Bid must be completed and submitted to constitute a proper bid.
- 2.12 **Quality:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new (unless otherwise specified), the latest model, of the best quality, and highest grade workmanship. Vehicles and/or equipment shall be equipped with such necessary equipment complying with the Georgia State Law, but not including licensing. Also, materials must comply with all applicable Federal and State OSHA requirements in affect at the time of bid.
- 2.13 **Acceptance of Material:** The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and therefore accepted to the satisfaction of the City. **IN THE EVENT THAT THE MATERIAL AND/OR SERVICES SUPPLIED TO THE CITY IS FOUND TO BE DEFECTIVE OR DOES NOT CONFORM TO SPECIFICATIONS, THE CITY RESERVES THE RIGHT TO CANCEL THE ORDER UPON WRITTEN NOTICE TO THE SELLER AND RETURN THE PRODUCT TO THE SELLER AT THE SELLER'S EXPENSE AND TO INVOKE THE PROVISIONS OF SECTION 2.22.**
- 2.14 **Plant and Facility Inspections:** The Purchasing Department may require the vendor to make his plant and facilities available for inspection; or may require additional information concerning the vendor's ability to perform compliant with the requirements of this specification. Failure to comply with this requirement may cause rejection of the bid package.
- 2.15 **Guarantee:** Unless otherwise specified by the City, the bidder shall unconditionally guarantee the materials and workmanship on all material and/or services. If, within the guarantee period any defects occur which are due to faulty material and or services, the bidder at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the City. These repairs, replacement or adjustments shall be made only at such time as will be least detrimental to the operation of City business.
- 2.16 **Manufacture or Dealer Advertisement:** No manufacturer or dealer advertising attachment shall appear on products delivered to the City without prior approval by the City of Savannah.
- 2.17 **Brand Name:** If and wherever brand names, makes, names of manufacturers, trade names, vendor catalogs or model numbers are stated, they are for the purpose of establishing a grade or quality of material.

- 2.18 **"OR EQUAL" Interpretation:** It is the vendor's responsibility to prove to the City that each bid item is equal to the grade or quality of material specified.

On all such bids, the bidder shall indicate clearly the product (brand and catalog or model numbers) on which he is bidding, and shall supply a sample and sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacturers specified. Failure to submit the required information will be sufficient grounds for rejection of bid. The City shall be the sole judge concerning the merits of bid submitted. If the vendor has any questions relative to whether his product is equal to the grade or quality of the product specified, he should resolve this issue at the pre-bid conference; however, if the extent of the discussion precludes resolution at the pre-bid conference, the vendor should contact the Purchasing Director and resolve the issue prior to submission of bid.

NOTHING HEREIN PRECLUDES TESTING AS SPECIFIED BY THE CITY. VENDOR SHALL BEAR EXPENSES OF TESTS.

- 2.19 **Certified Test Report:** Each bidder shall provide a copy of a certified test report prior to or with their sealed bids when specified. The certified test report shall be from a recognized independent testing laboratory or manufacturer's quality control laboratory showing all test results and full compliance with the appropriate specification indicated herein. However, the City will bear the cost of any independent tests or consultant services it so chooses to perform.

- 2.20 **Samples and Demonstrations:** Evidence in the form of samples may be requested. When required, such samples are to be furnished after the date of bid opening only upon request of the City unless otherwise stated in the bid proposal. If samples are requested, unless otherwise authorized, such samples must be received by the City no later than seven (7) days after formal request is made. The City may request full demonstration of any item(s) bid prior to the award of any contract.

Bid samples shall be an exact and true representative sample of the actual material offered. Each bid sample shall be properly tagged or labeled with the name of the bidder and manufacturer, the bid opening date, and the bid number. Bid samples shall be provided at no additional costs to the City. Samples not used for tests will be returned to the bidder at the bidders' expense if so requested.

Furthermore, the City reserves the right to secure additional check samples from the actual material supplied. In the event the check samples fail to conform with the contract requirements, the contractor shall immediately replace the portion of the delivered commodity with acceptable material conforming to the contract requirements at no additional cost to the City.

- 2.21 **Liability:** Where bidders are required to enter or go onto City of Savannah property to deliver materials or perform work or services as a result of bid award, the bidder shall be liable for any injury, damage or loss to the City occasioned by negligence of the bidder or his agent or any person the bidder has designated in the completion of his contract as a result of his bid and shall indemnify and hold harmless the City from any liability arising therefrom. When specified a certificate showing appropriate liability insurance coverage must be submitted to the Purchasing Director prior to award of the purchase. In connection with its indemnification and Hold Harmless, bidder shall be required to notify its liability insurance carrier and the City of any and all claims for injury, damage or loss occasioned by the negligence or alleged negligence of the bidder (or his agent) or any person the bidder has designated in the completion of his contract.

- 2.22 **Default Provision:** The contract may be canceled or annulled by the City of Savannah in whole or in part by written notice of default to the Contractor upon non-performance or

violation of contract terms. An award may be made to the next low bidder, for articles and/or services specified or they may be purchased on the open market and, the defaulting Contractor (or his surety) shall be liable to the City of Savannah for costs to the City in excess of the defaulted contract prices. The Contractor shall continue the performance of this contract to the extent any part is not terminated under the provisions of this clause.

- 2.23 **Patent Indemnity:** Except as otherwise provided, the successful bidder agrees to indemnify the City and its officers, agents and employees against liability, including costs and expenses for infringement upon any letters or patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the City of supplies furnished or construction work performed hereunder.
- 2.24 **Certification of Independent Price Determination:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor;
 - (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition; and
 - (4) No agent or employee of the City of Savannah has been bribed in connection with this bid solicitation.
- 2.25 **Award of Contract:** The contract, if awarded, will be awarded to the most responsive and responsible bidder whose bid will be most advantageous to the City, price and other factors considered. The City will make the determination.
- 2.26 **Bid Protest Procedure:** A contractor or supplier who is aggrieved by the recommendation of the City Manager to award a contract may appeal the decision to the City Manager no later than 48 hours prior to the date the award recommendation is scheduled to be approved by City Council. Recommendations to Council are posted on the preliminary agenda on the City's website generally on the Friday prior to the Council meeting date. It is the vendor's responsibility to ascertain the City's recommendation for award. The preliminary agenda may be accessed at <http://www.ci.savannah.ga.us/Cityweb/minutes.nsf/Agendas>. No consideration shall be given to protests received after the prescribed period for protests.
- 2.27 **Local and MWBE Vendor Preference:** The following provisions shall apply in the procurement of supplies and services:
- a) In the event that the lowest bid among those provided by responsive and responsible Local Vendors is within two (2) percent or \$10,000, whichever is less, or within \$500 of the lowest responsive and responsible bidder who is not a Local Vendor, the lowest responsive and responsible Local Vendor shall be afforded the opportunity to match the bid submitted by the non-local bidder. If the lowest responsive and responsible Local Vendor agrees to match the lowest bid, then the contract shall be awarded to the Local Vendor.
 - b) In the event that the lowest bid among those provided by responsive and responsible Local Minority Business Enterprise or Local Women-Owned Business is within three (3)

percent or \$10,000, whichever is less, or within \$500 of the lowest responsive and responsible bidder, the lowest responsive and responsible Local Minority Business Enterprise or Local Women Business Enterprise shall be afforded the opportunity to match the bid submitted by the low bidder. If the lowest responsive and responsible Local Minority Business Enterprise or Local Women Business Enterprise agrees to match the lowest bid, then the contract shall be awarded to the Local Minority Business Enterprise or Local Women Business Enterprise.

c) In the event that the lowest bid among those provided by responsive and responsible Local Vendors located within a Community Development Block Grant (CDBG) target area is within three (3) percent or \$10,000, whichever is less, or within \$500 of the lowest responsive and responsible bidder, the lowest responsive and responsible Local Vendor shall be afforded the opportunity to match the bid submitted by the low bidder. If the lowest responsive and responsible Local Vendor located within a Community Development Block Grant (CDBG) target area agrees to match the lowest bid, then the contract shall be awarded to the Local Vendor located within a Community Development Block Grant (CDBG) target area.

d) In the event that the lowest bid among those provided by responsive and responsible Local Minority Business Enterprise or Local Women-Owned Business located within a Community Development Block Grant (CDBG) target area is within four (4) percent or \$10,000, whichever is less, or within \$500 of the lowest responsive and responsible bidder, the lowest responsive and responsible Local Minority Business Enterprise or Local Women Business Enterprise shall be afforded the opportunity to match the bid submitted by the low bidder. If the lowest responsive and responsible Local Minority Business Enterprise or Local Women Business Enterprise located within a Community Development Block Grant (CDBG) target area agrees to match the lowest bid, then the contract shall be awarded to the Local Minority Business Enterprise or Local Women Business Enterprise located within a Community Development Block Grant (CDBG) target area.

e) In the event that more than one bid meets the criteria in sub-paragraphs (a),(b),(c)and(d), the opportunity to match the low bidder shall be afforded first to the lowest bidder meeting the criteria in sub-paragraph (d),second to the lowest bidder meeting criteria listed in sub-paragraph (c), third to the low bidder meeting the criteria listed in sub-paragraph (b) and fourth to the low bidder meeting the criteria listed in sub-paragraph (a).

- 2.28 **Minority/Women Business Enterprise (MWBE) Policy:** It is the policy of the City to provide minority and women owned business enterprises with equal opportunity for participating in selling goods and services to the City of Savannah. Bidders are required to make AGood Faith Efforts[®] to subcontract, where applicable, with or purchase supplies from MWBEs. The bidder shall keep records of such efforts that are adequate to permit a determination of compliance with this requirement.

The bidder shall also submit the attached notice of non-discrimination with their bid.

2.29 **Employment Eligibility Verification:**

As required under Senate Bill 529 – “Georgia Security and Immigration Compliance Act” of 2006, O.C.G.A. Section 2, Article 3 13-10-91, public employers, their contractors and subcontractors are required to verify the work eligibility of all newly hired employees through

an electronic federal work authorization program. The Georgia Department of Labor has added a new Chapter 300-10-1, entitled "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," to the Rules and Regulations of the State of Georgia. (See website: http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf.) The new rules designate the "Employment Eligibility Verification (EEV) Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security as the electronic federal work authorization program to be utilized for these purposes. The EEV/Basic Pilot Program can be accessed at: <https://www.vis-dhs-com/EmployerRegistration>. Bidders shall comply with this new rule and submit with your bid the attached "Contractor Affidavit and Agreement."

- 2.30 **Qualified Vendor:** A "Qualified Vendor" is defined for this purpose as one who meets, or by the date of bid acceptance can meet, all requirements for licensing, insurance and service contained within these specifications.
- 2.31 **Compliance With Specifications - Terms and Conditions:** The Invitation to Bid, Legal Advertisement, General Conditions and Instructions to Bidders, Specifications, Special Conditions, Vendor's Bid, Addendum, and/or any other pertinent documents form a part of this proposal and by reference are made a part hereof.
- 2.32 **Signed Bid Considered Offer:** The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Mayor and Alderman of the City of Savannah, the City Manager or his designee. In case of a default on the part of the bidder after such acceptance, the City of Savannah may take such actions as it deems appropriate including legal action for damages or specific performance.
- 2.33 **Notice to Proceed:** The successful bidder shall not commence work under this invitation to bid until duly notified by receipt of contract signed as executed by the City Manager or the Purchasing Director. If the successful bidder does commence any work prior to receiving official notification, he does so at his own risk.

SPECIAL CONDITIONS

- 3.1 **Price Change:** Preference shall be given to the bidder submitting the lowest and best firm price as his bid. Should it be found that due to unusual market conditions it is in the best interest of the City to accept a price with an escalation clause, the following shall apply:

Unless otherwise specified, prices shall be reviewed no more often than on a quarterly basis.

Cost data to support any proposed increase must be submitted to the Purchasing Director no less than 30 days prior to the effective date of any such requested price increase.

Any adjustment allowed shall consist of verifiable material cost increases which may be passed on to the consumer.

No adjustment shall be made to compensate a supplier for inefficiency in operation, or for additional profit.

Bids indicating price in effect at time of shipment will be considered invalid.

- 3.2 **Bonds:** (Check where applicable)

[] (A) Each bidder shall post a **bid bond, certified check or money order** made payable to the City in the amount of 5 % of the bid price. A company check

is **not** acceptable. No bids shall be read or considered without a proper form of security.

- ☒ (B) No bond, certified check, or U.S. Money Order is required.
- ☐ (C) Bidder shall post a **payment / performance bond, certified check or money order** payable to the City in the amount of 100% of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee that goods meet requirements of the contract including timely delivery, performance specifications and warranty requirements. Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors.
- ☐ (D) Bidder shall post a **performance bond, certified check or money order** in the amount of _% of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee of timely delivery and that equipment, materials and /or goods are delivered according to specifications.

Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia, approved by the City, and must be executed on the attached forms. At the discretion of the City, other forms of security may be considered in lieu of a performance bond.

3.3 **City License Requirement:** Contractor must be licensed in the State of Georgia by government entity for which he does the majority of his business.

3.4 **Warranty Requirements:** (Check where applicable)

- ☐ (A) Provisions of item 2.12 in regards to quality shall apply.
- ☒ (B) Warranty required.
 - ☒ (a) Standard Warranty shall be offered with bid.
 - ☐ (b) Extended Warranty shall be offered with bid.

3.5 **Terms of Contract:** (Check where applicable)

- ☒ (A) Annual Contract
- ☐ (B) One time Purchase.
- ☐ (C) Other

SPECIFIC SPECIFICATIONS AND SPECIAL CONDITIONS

4.0 These specifications will describe requirements for construction testing services to be used by various City of Savannah Departments.

4.1 Qualifications: The City shall review the qualifications of the firms submitting bids in accordance with the requirements listed herein and shall be the sole judge as to the acceptability of these qualifications.

The testing firm shall operate in accordance with ASTM E 329 and D3740. The firm shall have on staff within a 30-minute drive from any City construction site, a minimum of three technicians with the proper training and certification to serve the City's testing needs. The work shall be supervised by a qualified Georgia Registered Professional Engineer. The supervising engineer must also be located within a 30 minute drive of any City construction site.

- 4.2 Each bidder shall submit qualifications, experience and licensing of engineers and technicians who would be assigned to this work.
- 4.3 Each bidder shall submit a description of local facilities and equipment indicating capabilities as well as response time from those local facilities. Also, if appropriate, include a description of facilities and equipment that the company may have access to through other offices or partnerships.
- 4.4 Each bidder shall submit a description of at least five previous projects, preferably from local clients, on which the firm has performed testing services similar to those required in this bid. Names and telephone numbers for appropriate contacts regarding these projects shall be submitted with the bid.
- 4.5 Each bidder shall submit their capabilities with Hazardous Materials or contamination testing and reporting to include: Asbestos and Lead Testing in existing facilities, Underground Storage Tank contamination, testing for vertical or lateral migration of methane gases from landfills, PCB testing of transformers. The Bidder shall indicate standard turn-around time for these test results and any additional charge to the City for quicker responses. Costs for these tests shall include the cost of sampling.
- 4.6 The Fee Schedule shall list unit prices for the individual tests as designated. These unit prices shall include furnishing all applicable material, labor, and equipment to perform the designated tests as well as all costs associated with producing and delivering the test results to the City. These prices shall also include all applicable taxes, office overhead costs and transportation costs. It can be assumed by the testing firm that all of our construction sites will be in Chatham County, Georgia. The unit price for each test or set of tests shall include all costs for other referenced tests which are required to complete the test procedure even if these additional tests are listed elsewhere on the fee schedule.
- 4.7 Quantities shown on the bid proposal form are estimates based on planned projects which the City will be constructing and are in no way binding to the City as minimum quantities of tests that must be ordered.
- 4.8 The testing firm shall respond to a construction jobsite to perform required tests within 24 hours of notice from the authorized City representative, or an authorized contractor's representative. For tests performed on an infrequent basis which may require specialized equipment not immediately available, the testing firm shall respond to a jobsite within 48 hours notice from an authorized person.
- 4.9 Waiting Time:
- The testing firm shall consider that any time they are called to a jobsite their technician may be delayed from administering any tests as much as an hour without any extra compensation to the testing firm. Any time the City requires testing services on a given day, for example during a continuous pouring operation or continuous fill or compaction operation, the waiting time between test shall be considered an extra charge if the time between tests exceeds 30 minutes. Such extra charges shall be recorded in quarter-hour increments.
- 4.10 General Procedures for Reporting Testing Results
- For each construction project, the Vendor will be furnished a copy of the project's technical specifications at the pre-construction conference which the Vendor must attend. The Construction Contractor will provide 24-hour notice (48-hour notice for specialized testing) to the Vendor (i.e., testing laboratory) before each test is performed. The Vendor will distribute the testing results as follows:

4.10.1 Field Test Results

- Immediately after testing, the Vendor's field technician will distribute the field test results to the Construction Contractor and to the designated City Construction Inspector on site, if present. The results given to the Construction Contractor shall not indicate whether the specifications were met. Vendor shall also mail results, signed and sealed by a Georgia Registered Professional Engineer, to the designated City Project Manager within 24 hours after testing.
- When a field test indicates a failure to meet project specifications, Vendor shall prominently mark the following words on the results after they are given to the Construction Contractor: "FAILED TEST." In addition to mailing the results to the designated City Project Manager, Vendor shall send the results by FAX to the City Project Manager the same day the test was conducted.

4.10.2 Laboratory Test Results

- Vendor shall mail Laboratory Test Results, signed and sealed by a Georgia Registered Professional Engineer, to the designated City Project Manager within 24 hours after testing.
- When a laboratory test indicates a failure to meet project specifications, Vendor shall prominently mark the following words on the results: "FAILED TEST." In addition to mailing the results to the designated City Project Manager, Vendor shall send the results by FAX to the City Project Manager the same day the test was conducted.
- The City Project Manager shall distribute copies of the results to the Construction Contractor through the City Construction Inspector on site. If requested to do so, the Vendor shall also FAX results to the Construction Contractor.

4.11 The testing firm shall provide all necessary on-site personnel and equipment to handle and protect materials being tested.

4.12 The testing firm shall provide skilled technicians who are fully trained with the testing equipment and procedures required for each test. The testing firm must also submit calibration certificates for all testing equipment used to perform the tests required for this contract.

4.13 Any damages caused to a construction contractor resulting from failure of a testing technician to appear and perform as required (by Contract) will be back-charged to the testing firm. The vendor will also pay the contractor for any damages that may result from an incorrect test report. The testing firm will also perform any and all confirmatory testing that may be needed to isolate failing materials as a result of an incorrect report at no cost to the City.

4.14 For line Items 7 and 20, all asphalt density testing shall include the cost of patching pavement where specimens were taken. The patch performed must be completed per current City standards as follows. The thickness of the core shall be reported to the requesting Project Manager.

All core holes should be filled with hot asphalt conforming to part 1.03 of Section 02600 of the City of Savannah specifications or 4,000 psi fiber reinforced ready mix concrete painted black by the end of the next work day. Before filling, ensure the holes are clean and dry and tack them with AC-20 or AC-30 asphalt cement conforming to part 1.02 B. Properly compact the asphalt concrete used for filling the hole and leave it flush with pavement.

5.0 **General Specifications**

5.1 The bid response must include the following documents in this order

- Bid Proposal Form (as a cover sheet)
- Exception Sheet
- Non-Discrimination Statement
- Proposed Schedule of MWBE Participation
- Contractor affidavit and agreement
- Other requested submittals as stated

All referenced documents must be completed and returned in their entirety to constitute a complete bid.

5.2 All bids must be submitted in DUPLICATE.

5.3 Original invoices should be sent to:

City of Savannah
Accounts Payable
P.O. Box 1027
Savannah, GA 31402

5.4 Vendor is responsible for determining and acknowledging any addenda issued in connection with this bid solicitation.

5.5 This is an annual contract and prices are to be held firm for a period of one (1) year (12 months). This agreement may be renewed for up to two (2) additional twelve (12) month periods, if all contracting parties so agree and services provided by the vendor have been satisfactory.

EXCEPTION SHEET

If the commodity(ies) and/or services proposed in the response to this bid is in anyway different from that contained in this proposal or bid, the bidder is responsible to clearly identify by specification section number, all such differences in the space provided below. Otherwise, it will be assumed that bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions to the stated specifications:

Date

Signature

Company

Title

BID PROPOSAL FORM

(SUBMIT AS THE COVER SHEET)
(SUBMIT A MINIMUM OF TWO COPIES)

City of Savannah Purchasing Dept
3rd Floor, City Hall
P. O. Box 1027
Savannah, Georgia 31402
ATTN: Purchasing Director

BID NUMBER: 09.231

Business Location: (Check One)
☐ Chatham County
☐ City of Savannah
☐ Other

Name of Bidder: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____

Email: _____

DO YOU HAVE A BUSINESS TAX CERTIFICATE ISSUED IN THE STATE OF GEORGIA?
(CHECK ONE) YES: _____ NO: _____

FROM WHAT CITY/COUNTY _____
TAX CERTIFICATE #: _____ FED TAX ID #: _____

INDICATE LEGAL FORM OF OWNERSHIP OF BIDDER (STATISTICAL PURPOSES ONLY):
CHECK ONE: ☐ CORPORATION ☐ PARTNERSHIP
☐ INDIVIDUAL ☐ OTHER (SPECIFY: _____)

INDICATE OWNERSHIP STATUS OF BIDDER
(CHECK ONE):

☐ NON-MINORITY OWNED ☐ ASIAN AMERICAN
☐ AFRICAN AMERICAN ☐ AMERICAN INDIAN
☐ HISPANIC ☐ OTHER MINORITY (describe) _____
☐ WOMAN (non-minority)

Do you plan to subcontract any portion of this project? Yes _____ No _____
If yes, please complete the attached schedule of MWBE participation. Also complete the schedule if you will be using any MWBE suppliers.

THE UNDERSIGNED PROPOSES TO FURNISH THE FOLLOWING ITEMS IN STRICT CONFORMANCE TO THE BID SPECIFICATIONS AND BID INVITATION ISSUED BY THE CITY OF SAVANNAH FOR THIS BID. ANY EXCEPTIONS ARE CLEARLY MARKED IN THE ATTACHED COPY OF BID SPECIFICATIONS:

ITEM NO	DESCRIPTION	EST. QUANT	UNIT PRICE	TOTAL
1	Soil Classification, ASTM D2487	60 Each		
2	Standard Proctor, ASTM D698	50 Each		
3	In-Place Soil Density/Moisture Content, Nuclear Method (3 test set)	1200 Set		
4	Atterburg Limits, ASTM D4318	50 Each		
5	Compressive Strength of Concrete Cylinders, ASTM C39, Set of four cylinders molded at jobsite. Two at 14 days, two to be tested at 28 days. A concrete Slump Test (ASTM C143), an Air Content Test (ASTM C231), and a Temperature Test (ASTM C1064) shall be taken whenever cylinders are made and their costs shall be included in these prices.	1100 Set		
6	Slump of Concrete, ASTM C143/ASTM C173 (Volumetric Method) /Temperature of Freshly Mixed Concrete ASTM C1064	600 Each		
7	Asphalt Density: Saturated Surface-Dry Specimens Method, ASTM D2726, Set of 3 specimens cut from pavement in field. Price shall include patching of pavement where cores were taken.	50 Set		
8	Asphalt Density: Nuclear Method, ASTM D2950, set of 5 tests. Price shall include calibration and confirming tests required.	50 Set		
9	Compressive strength of grout, ASTM C109, set of six 2" x 2" x 2" cubes molded at jobsite. Cubes will be tested at 7 days (2), 28 days (2) and 56 days (2).	20 Each		
10	Soil Investigation and Sampling by Auger Boring, ASTM D1452	1 LF		
11	Modified Proctor, ASTM D1557	1 Each		
12	In-Place Soil Density: a. Sand-Cone Method, ASTM D1556 b. Rapid Method, ASTM D5080 (3 test set) c. Drive Cyl. Mthd., ASTM D2937	1 Each 1 Set 1 Each		
13	Moisture Content of Soil: a. Direct Heating Method, ASTM D4959 b. Laboratory Method, ASTM D2216 c. Microwave Oven Method, ASTM D4643	1 Each 1 Each 1 Each		
14	Standard Penetration Test and Split Barrel			

ITEM NO	DESCRIPTION	EST. QUANT	UNIT PRICE	TOTAL
	Sampling, ASTM D1586	1 Each		
15	Auger and Dynamic Cone Penetrometer	1 Each		
16	CBR, Soils in Place, ASTM D4429	1 Each		
17	Plate Load Test, ASTM D1196 (Set of 4 test locations on a site)	1 Set		
18	Air Content of Concrete: ASTM C231 (Pressure Method)	1 Each		
19	<p>Flexural Strength of Beams:</p> <p>a. Three Point Loading, ASTM C78</p> <p>b. Center Point Loading, ASTM C293</p> <p>Set of 4 specimens molded at the jobsite. One specimen each to be tested at 7 days and 14 days, two to be tested at 28 days.</p> <p>A concrete Slump Test (ASTM C143), an Air Content Test (ASTM C231), and a Temperature Test (ASTM C1064) shall be taken whenever specimens are molded and their costs shall be included in these prices.</p>	<p>1 Set</p> <p>1 Set</p>		
20	Asphalt Density: Paraffin Coated Specimens Method, ASTM D1188, set of 3 specimens cut from pavement in field. Price shall include patching of pavement where specimens were taken.	1 Set		
21	Compressive Strength of Concrete, Drilled Cores, ASTM C42	1 Each		
22	Flexural Strength of Concrete, Sawed Beams, ASTM C42	1 Each		
23	Static Pile Load Test ASTM D-1 143 (Quick Test)	1 Each		
24	Field I Project Engineer (i.e. monitoring pile installation, report writing and field investigation).	1 Hour		
25	Senior Registered Professional Engineer (i.e. report review, pile design, geotechnical investigation).	1 Hour		
26	Concrete cylinders, ASTM C39, additional cylinders fabricated after a set of four cylinders has been molded.	1 Each		
27	Closure Report for Underground Storage Tank Removal as per Georgia Environmental Protection Divisions Rules and Regulations (not including sampling analysis).	1 Each		

ITEM NO	DESCRIPTION	EST. QUANT	UNIT PRICE	TOTAL
28	Waiting Time, Technician	300 Hour		
29	Asbestos Testing Services	1 Each		
30	Lead Testing Services	1 Each		
31	Phase I Environmental Assessments ASTM E1521-20	1 Each		
32	Hand Auger Borings	1 Linear Foot		
33	Soil Contamination Testing (in accordance with EPA requirements) a. BTEX b. Polyaromatic Hydrocarbons c. Total Petroleum Hydrocarbons d. TCLP	1 Each		
34	Testing of Site for Methane Contamination	1 Each		
35	PCB Testing	1 Each		
36	Rebound number of hardened concrete (a.k.a. rebound hammer test) in accordance with ASTM C 805	1 Each		
37	Vibration Monitoring Seismometer	1 Hour		
38	Seismometer Technician	1 Hour		

TOTAL BID \$ _____

PAYMENT TERMS: PLEASE CHECK ONE AND FILL IN BLANKS

(Minimum of 10 working days must be allowed for discount to be considered in bid award)

___ Less ___ % ___ Days Prompt Payment Discount (if offered) (_____)

___ Net - 30 Days (no discount offered) - 0 -

TOTAL NET BID \$
=====

TIME REQUIRED FOR DELIVERY AFTER RECEIPT OF ORDER: _____ DAYS

CONFIRM RECEIPT OF ANY ADDENDA ISSUED FOR THIS BID:

ADDENDUM _____ #
DATE _____

I certify this Bid complies with the General and Specific Specifications and Conditions issued by the City except as clearly marked in the attached copy.

Please Print Name

Authorization Signature

Date

NON-DISCRIMINATION STATEMENT

The bidder certifies that:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to the City of Savannah or the performance of any contract resulting therefrom;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women;
- (3) In connection herewith, We acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
- (4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the City of Savannah to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Signature

Title

PROPOSED SCHEDULE OF M/WBE PARTICIPATION

Name of Bidder/Proposer: _____ Bid No.: _____

Project Title: _____ Total Bid Amount \$ _____

Name of M/WBE Participant	Address	Type of Work Sub-Contracted	Subcontract Value	MBE/ WBE Status
			\$	
			\$	
			\$	
			\$	
			\$	

MBE Participation Value: _____ % \$ _____

Women Participation Total Value: _____ % \$ _____

The undersigned will enter into a formal agreement with the M/WBE Subcontractors/Proposers identified herein for work listed in this schedule conditioned upon executing of a contract with the Mayor and Aldermen of the City of Savannah.

Joint Venture Disclosure

If the prime bidder is a joint venture, please describe below the nature of the joint venture and level of work and financial participation to be provided by the Minority/Female joint venture firm.

Joint Venture Firms	Level of Work	Financial Participation

Signature: _____

Title: _____

Note: The Minority/Woman-Owned Business Office is available to identify qualified M/WBE's. Please contact the Office at (912) 651-3653. This form may be copied as needed. The City of Savannah has also posted a list of registered M/WBE's on its website @ www.savannahga.gov.

CONTRACTOR AFFIDAVIT AND AGREEMENT
Employment Eligibility Verification

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Savannah has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Savannah, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Savannah at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

BY:

Contractor Name

Date

Signature of Authorized Officer or Agent
Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

* * * * *